

**EXHIBIT A**  
**Additional Stipulations**

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WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrock, P.C. (*pro hac vice*)  
(ray.schrock@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
767 Fifth Avenue  
New York, NY 10153-0119  
Tel: 212 310 8000  
Fax: 212 310 8007

KELLER & BENVENUTTI LLP  
Tobias S. Keller (#151445)  
(tkeller@kellerbenvenutti.com)  
Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the City and County of San Francisco, on behalf of itself and all of its agencies, departments, or instrumentalities through which it acts or does business (collectively, “**San Francisco**”) hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. Debtors and San Francisco are parties to numerous agreements and Debtors hold numerous permits issued by departments within San Francisco that allow the Utility to access certain property owned by San Francisco for various purposes, including, but not limited to, environmental mitigation and remediation; underground and overhead equipment installation; and maintenance, replacement, and repair of facilities (collectively, the “**Agreements/Permits**”). These Agreements/Permits involve several departments of San Francisco, including the Port of San Francisco, the San Francisco Department of Public Works, San Francisco International Airport, and the San Francisco Public Utilities Commission.

C. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

D. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of San Francisco pursuant to 11 U.S.C. § 365(d)(4)(B)(ii) to the extent that any of the Agreements/Permits constitute nonresidential real property leases.

E. Neither the Debtors nor San Francisco admit that the Agreements/Permits are

1 nonresidential real property leases subject to assumption under section 365 of the Bankruptcy Code  
2 or the deadline to assume or reject such nonresidential real property leases in section 365(d)(4) of  
3 the Bankruptcy Code. For the avoidance of doubt, and without any prejudice to either the Debtors  
4 or San Francisco, to the extent any of the Agreements/Permits constitute nonresidential real  
5 property leases, San Francisco consents to the extension of time to assume or reject such  
6 Agreements/Permits as further set forth below.

7 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY  
8 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
9 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER  
10 THAT:

11 1. San Francisco consents to, and this Stipulation hereby constitutes “prior  
12 written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for  
13 an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any  
14 nonresidential real property lease to which it and San Francisco are party, including any of the  
15 Agreements/Permits which constitute nonresidential real property leases (the “**Leases**”), until the  
16 earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a  
17 reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

18 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
19 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
20 including the Extended Deadline.

21 3. No further consent of San Francisco shall be required for the sole purpose of  
22 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
23 the Debtors’ right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
24 Code, including beyond the Extended Deadline.

25 4. Nothing contained in this Stipulation or any actions taken by the Debtors or  
26 San Francisco pursuant to relief consented to herein is intended or should be construed as: (a) an  
27 admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of  
28 the Debtors’ rights to dispute any particular claim on any grounds; (c) a promise or requirement to

1 pay any particular claim; (d) an admission by the Debtors or San Francisco that any of the  
2 Agreements/Permits, are executory contracts or unexpired leases, as applicable; (e) a waiver or  
3 limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including  
4 the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract  
5 or lease; or (f) an alteration, amendment, or other modification of the terms of the  
6 Agreements/Permits.

7           5.       This Stipulation may be executed in multiple counterparts, each of which  
8 shall be deemed an original but all of which together shall constitute one and the same instrument.

9           6.       The Debtors are authorized to take all actions necessary to effectuate the  
10 relief granted pursuant to and in accordance with this Stipulation.

11           7.       The terms and conditions of this Stipulation shall be immediately effective  
12 and enforceable upon its entry.

13           8.       The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
14 provisions of this Stipulation.

15  
16  
17 Dated: August 22, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

18  
19  
20 By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

21  
22  
23 Dated: August 22, 2019

GREENE RADOVSKY MALONEY SHARE &  
HENNIGH LLP

24  
25  
26 By: /s/ Edward J. Tredinnick

Edward J. Tredinnick  
Attorneys for City and County of San  
Francisco, including all of its agencies,  
departments, or instrumentalities.

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
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**- and -**

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**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**



PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1                   2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3 including the Extended Deadline.

4                   3. No further consent of Lessor shall be required for the sole purpose of  
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
7 Code, including beyond the Extended Deadline.

8                   4. Nothing contained in this Stipulation or any actions taken by the Debtors  
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to  
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'  
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,  
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under  
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,  
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
16 amendment, or other modification of the terms of the Leases.

17                  5. This Stipulation may be executed in multiple counterparts, each of which  
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19                  6. The Debtors are authorized to take all actions necessary to effectuate the  
20 relief granted pursuant to and in accordance with this Stipulation.

21                  7. The terms and conditions of this Stipulation shall be immediately effective  
22 and enforceable upon its entry.

23                  8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.



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**EXECUTION PAGE**

Dated: July 9, 2019

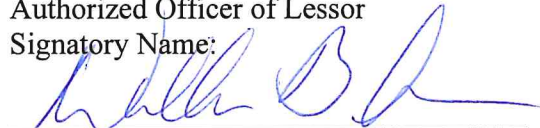
WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: AUG. / 6 / 2019

LESSOR

By: WILLIAM B. AVERA  
~~Capacity: Attorneys for Lessor / Lessor /~~  
Authorized Officer of Lessor  
Signatory Name:



Signatory Address:

375 FIFTH STREET  
HOLLISTER, CA 95023

**EXHIBIT A**

Name of Lessor: CITY OF HOLLISTER

Property Address: Brown Alley (abandoned alley)  
Hollister, CA

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
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NORTHERN DISTRICT OF CALIFORNIA  
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**In re:**

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**- and -**

**PACIFIC GAS AND ELECTRIC  
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**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
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Bankruptcy Case

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(Lead Case)

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**STIPULATION CONSENTING TO  
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PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in Exhibit A, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

5. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

**EXECUTION PAGE**

Dated: July 9, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 7 / 29 / 2019

LESSOR

By:  RECEIVER  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Dana Butcher, Receiver

Signatory Address:

6475 N. Palm Avenue #101  
Fresno, CA 93704



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**EXHIBIT A**

Name of Lessor: Dana Butcher, as receiver  
Address: 275 South Madera, Suite 302  
Kerman, CA 93630

1 WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
2 (stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
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13 *Attorneys for Debtors*  
14 *and Debtors in Possession*

15 UNITED STATES BANKRUPTCY COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN FRANCISCO DIVISION

18  
19 **In re:**

Bankruptcy Case

20 **PG&E CORPORATION,**

No. 19 -30088 (DM)

21 **- and -**

Chapter 11

22 **PACIFIC GAS AND ELECTRIC**  
23 **COMPANY,**

(Lead Case)

(Jointly Administered)

24 **Debtors.**

- 25 ☐ Affects PG&E Corporation  
26 ☐ Affects Pacific Gas and Electric Company  
27 ☒ Affects both Debtors

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2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
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12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,  
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15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
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EXECUTION PAGE

Dated: July 9, 2019

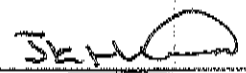
WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: Aug / 7 / 2019

LESSOR

By: 

Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor

Signatory Name:

John K. Hinely

Signatory Address:

P.O. Box 35

Colusa, CA 95932

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

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EXHIBIT A

Name of Lessor: MASONIC HALL ASSOCIATION OF COLUSA

Property Address: 321 5th Street  
Colusa, CA 95932



WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrock, P.C. (*pro hac vice*)  
(ray.schrock@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
767 Fifth Avenue  
New York, NY 10153-0119  
Tel: 212 310 8000  
Fax: 212 310 8007

KELLER & BENVENUTTI LLP  
Tobias S. Keller (#151445)  
(tkeller@kellerbenvenutti.com)  
Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessor consents to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

5. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

Case: 19-30088 Doc#: 3678-1 Filed: 08/23/19 Entered: 08/23/19 15:26:44 Page 24  
of 47

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**EXHIBIT A**

Name of Lessor: O.L.S. Energy-Agnews, Inc.  
Address: 3800 Cisco Way  
San Jose, CA 95134

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
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*Attorneys for Debtors  
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- ☐ Affects PG&E Corporation  
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*\* All papers shall be filed in the Lead Case,  
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Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

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PROPERTY LEASES PURSUANT  
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8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

**EXECUTION PAGE**

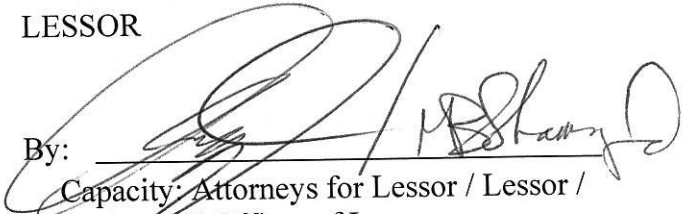
Dated: July 9, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 08 / 10 / 2019

LESSOR

By:   
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

SASHAD Merideth SHAMSHAD

Signatory Address:

2750 Adeline St Suite E  
Berkeley CA 94713

**EXHIBIT A**

Name of Lessor: SASHA SHAMSZAD AND MERIDETH SHAMSZAD,  
HUSBAND AND WIFE, AS SUCCESSORS-IN-INTEREST TO  
Property Address: 1900 Addison Street, Suite 101  
Berkeley, CA 94704

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

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(ray.schrock@weil.com)  
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(jessica.liou@weil.com)  
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Tobias S. Keller (#151445)  
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(jkim@kellerbenvenuti.com)  
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Tel: 415 496 6723  
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*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
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**- and -**

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**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

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**RECITALS**

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B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessor consents to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) June 30, 2020, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).



2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

5. It is the intention of the parties that the sole relief being granted pursuant to this Stipulation is the extension of the deadline of Section 365(d)(4) for the Debtors to assume or reject the Leases, and nothing contained in this Stipulation or any actions taken by Lessor pursuant to the relief consented to herein is intended to or shall be construed as (a) a waiver or limitation of any of Lessor's rights under the Bankruptcy Code or any other applicable law with respect to the Leases, including without limitation Lessor's rights to require Debtors to remain current on all obligations arising after the Petition Date or to object to the assumption or assignment of the Leases, (b) waiver or limitation of any of Lessor's claims against the Debtors arising out of or related to the Leases, or (c) an alteration, amendment, or other modification of the terms of the Leases.

6. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

8. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

9. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

**EXECUTION PAGE**

Dated: August 9, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: August / 14 / 2019

LESSOR

By: 

Capacity: Attorneys for Lessor  
Signatory Name: Ragan Powers  
Signatory Address:  
Davis Wright Tremaine LLP  
920 Fifth Avenue, Suite 3300  
Seattle, WA 98104

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

**EXHIBIT A**

Name of Lessor: Creekside Business Park Owner LLC

Address: 5875 Arnold Dr.  
Dublin CA 94568

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
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(matthew.goren@weil.com)|  
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**- and -**

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- ☐ Affects PG&E Corporation  
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☒ Affects both Debtors

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1                   2.     Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2     which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3     including the Extended Deadline.

4                   3.     No further consent of Lessor shall be required for the sole purpose of  
5     granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
6     the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
7     Code, including beyond the Extended Deadline.

8                   4.     Nothing contained in this Stipulation or any actions taken by the Debtors  
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10    the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'  
11    rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
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13    are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under  
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21                  7.     The terms and conditions of this Stipulation shall be immediately effective  
22    and enforceable upon its entry.

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24    provisions of this Stipulation.



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EXECUTION PAGE

Dated: August 19, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: August 19 2019

LESSOR

Enerland LLC,  
A California limited liability company

By: Susan A Noack  
Susan A. Noack  
Managing Member

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**EXHIBIT A**

Name of Lessor: Enerland LLC, a California limited liability company

1 WEIL, GOTSHAL & MANGES LLP  
2 Stephen Karotkin (*pro hac vice*)  
3 (stephen.karotkin@weil.com)  
4 Ray C. Schrock, P.C. (*pro hac vice*)  
5 (ray.schrock@weil.com)  
6 Jessica Liou (*pro hac vice*)  
7 (jessica.liou@weil.com)  
8 Matthew Goren (*pro hac vice*)  
9 (matthew.goren@weil.com)|  
10 767 Fifth Avenue  
11 New York, NY 10153-0119  
12 Tel: 212 310 8000  
13 Fax: 212 310 8007

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15 Tel: 415 496 6723  
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13 *Attorneys for Debtors*  
14 *and Debtors in Possession*

15 UNITED STATES BANKRUPTCY COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN FRANCISCO DIVISION

19 **In re:**

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21 **- and -**

22 **PACIFIC GAS AND ELECTRIC**  
23 **COMPANY,**

**Debtors.**

- 24 ☐ Affects PG&E Corporation  
25 ☐ Affects Pacific Gas and Electric Company  
26 ☒ Affects both Debtors

27 *\* All papers shall be filed in the Lead Case,*  
28 *No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“PG&E Corp”) and Pacific Gas and Electric Company (the “Utility”, and together the “Debtors”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), and the lessor (the “Lessor”) of the real property listed in Exhibit A, hereby submit this stipulation (the “Stipulation”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “Bankruptcy Code”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “Petition Date”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “Bankruptcy Court”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessor consents to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “Extension”) to the time within which a Debtor must obtain an order or orders authorizing the assumption or rejection of any nonresidential real property lease to which it and the Lessor are a party (the “Leases”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the date of the hearing on a motion seeking approval of a disclosure

1 statement, pursuant to section 1125 of the Bankruptcy Code, in these Chapter 11 Cases (the  
2 **“Extended Deadline”**).

3 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
4 which the Debtors must obtain an order or orders authorizing the assumption or rejection of the  
5 Leases is extended from August 27, 2019 through and including the Extended Deadline.

6 3. No further consent of Lessor shall be required for the sole purpose of  
7 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
8 the Debtors’ right to seek further extensions by stipulations on the consent of the Lessor as  
9 provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

10 4. Nothing contained in this Stipulation or any actions taken by the Debtors  
11 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to  
12 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors’  
13 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
14 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,  
15 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors’ rights under  
16 the Bankruptcy Code or any other applicable law, including the Debtors’ right to assume, reject,  
17 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
18 amendment, or other modification of the terms of the Leases.

19 5. This Stipulation may be executed in multiple counterparts, each of which  
20 shall be deemed an original but all of which together shall constitute one and the same instrument.

21 6. The Debtors are authorized to take all actions necessary to effectuate the  
22 relief granted pursuant to and in accordance with this Stipulation.

23 7. The terms and conditions of this Stipulation shall be immediately effective  
24 and enforceable upon its entry.

25 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
26 provisions of this Stipulation.

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**EXECUTION PAGE**

Dated: August 5, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: August / 13 / 2019

LESSOR

ROSEVILLE PARKWAY 20, LLC, a California  
limited liability company

By: Cordova 83 Properties, LLC, a California  
limited liability company, Its sole member

By: [Signature]  
John Papagiannopoulos, Its Manager

JCP LINCOLN, LLC, a California limited liability  
company

By Pappas Gateway, L.P., a California limited  
partnership, Its sole member and manager

By: JCP Properties, LLC, a California limited  
liability company, Its General Partner

By: [Signature]  
John Papagiannopoulos, Its Manager

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PAPPAS LINCOLN, LLC, a California limited  
liability company

By Pappas Arizona, Limited Partnership, a  
California limited partnership, Its sole member and  
manager

By: JCP Properties, LLC, a California limited  
liability company, Its General Partner

By:   
John Papagiannopoulos, Its Manager



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**EXHIBIT A**

Name of Lessor: Roseville Parkway 20, LLC, JCP Lincoln, LLC, and Pappas  
Lincoln, LLC, as tenants in common

Address: 6030 West Oaks, 3rd Floor  
Rocklin CA 95765